

Service Agreement #ah032020181

Service Order Agreement

Prepared exclusively for:

Hood River County School District

Attn: Tod Hilstad

Proposal Date: March 20, 2018

Prepared By: Andrew Hoffman

Service Description: Provide 1Gbps/1Gbps Fiber Broadband Service to the Hood River County School District location listed below. Also included is a /26 public IP Address Range.

Service Location: 1011 Eugene St. Hood River, OR 97031

Monthly Services:

QTY	Item	Unit Rate	Total Due
1	1Gbps/1Gbps Fiber Broadband Service	\$995.00	\$995.00
1	/26 public IP Address Range	Included	Included
Monthly Total			\$995.00

Non Recurring One-Time Charges:

QTY	Item	Unit Rate	Total Charge(s)
1	Fiber Build and Installation	\$0.00	\$0.00
NRC Total			\$0.00

*Does not include state and federal taxes that may apply or regulatory recovery fee.

Contract Term: Three Years

Installation timelines vary based on the services and equipment being ordered.
Services and equipment will be ordered upon receipt of this signed agreement.

Customer Requested Install Date (completed by customer): _____

The requested install date will be confirmed by our Business Customer Service Department.

Will this be a phased install? (2-part, 3-part) (completed by Gorge Networks): No

Phased installs are completed over 2 or 3 separate dates as deemed necessary for quality service delivery.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any alteration or deviation from above specifications involving extra costs will be executed with a written and signed change order, and will become an extra charge over and above the proposal amount. Activation date to be determined within 5 business days of proposal acceptance.

Signature

Printed Name/Title

Date of Acceptance

Customer Questionnaire

Customer Billing Contact:

Name: _____

Phone: _____

Address: _____

Address2: _____

City State Zip: _____

Email: _____

Installation and Technical contact. Who should we work with during the installation?

Name: _____

Phone: _____

Cell Phone: _____

Email: _____

Maintenance/outage contact:

Name: _____

Phone: _____

Cell Phone: _____

Email: _____

Service Descriptions:

Broadband Internet High Speed internet at speed annotated in Monthly Services table

Clarifications

1. *Equipment for service delivery provided by Gorge Networks and not purchased for ownership by customer remains the property of Gorge Networks and will need to be returned in good working order by customer in the event these services are discontinued.

SERVICE AGREEMENT TERMS

This Agreement ("Agreement") contains the general terms and conditions applicable to purchases of services ("Services") from Gorge Networks.

- 1) Service Delivery.** Requests for Services will be on Gorge Networks, Inc. orders ("Orders") stating the pricing and term ("Service Term") for which Services are requested. Once order is approved, customer has up to 48 business hours to cancel order, otherwise order is considered irrevocable. If there is a cancellation of order by customer prior to commencement of service, there will be an administrative charge equal to costs incurred by provider to date for provisioning, labor and equipment as applicable. The Service will continue on a month to month basis at the expiration of the Service Term at Gorge Networks, Inc.'s then current rates. Gorge Networks, Inc. will try, but is not obligated, to provide Services by requested or otherwise committed delivery dates. Should Gorge Networks, Inc. determine to accept Orders, the Service Term will commence when the Service is installed ("Service Commencement Date"). Unless Customer notifies Gorge Networks, Inc. within 3 days of the Service Commencement Date that Service is not working properly, the Service will be deemed accepted and billing will commence on the Service Commencement Date. Customer will at its expense provide suitable access to non-Gorge Networks, Inc. facilities or power required for Service delivery or removal of equipment. Title to all equipment and software provided by Gorge Networks, Inc. remains with Gorge Networks, Inc..
- 2) Charges.** Invoices are delivered monthly. Gorge Networks, Inc.'s standard charges apply to moves, adds or changes agreed to by Gorge Networks, Inc.. Payment is due upon Customer's receipt of invoices and is past due 30 days after the invoice date ("Payment Deadline"). Past due amounts bear interest at the lesser of 1.5% per month or the highest rate allowed by law. Customer agrees to pay all Service charges, even if incurred as the result of unauthorized use. If Customer disputes an invoice, Customer will pay the undisputed amount by the Payment Deadline and submit written notice of the disputed amount detailing the nature of the dispute and the invoices disputed. Disputes must be submitted within 90 days of the date of the invoice or the right to dispute is waived. If a dispute is resolved against Customer, Customer will pay the disputed amounts plus interest from the Payment Deadline within 30 days. Gorge Networks, Inc. may require a security deposit of up to 2 months estimated charges at any time; unused deposits will be refunded after the expiration or termination of this Agreement. If any change in applicable law or regulation affects the delivery of Service, Gorge Networks, Inc. may pass any increased costs through to Customer without termination liability by delivering written notice to Customer within 30 days.
- 3) Taxes and Tax Like Fees.** Except for Gorge Networks, Inc.'s net income tax, Customer is responsible for all taxes, fees, surcharges, license fees and other tax like charges imposed on or incident to the provision, sale or use of Service (whether imposed on Gorge Networks, Inc. or its affiliates). Such charges may be billed as cost recovery fees. Valid exemption certificates will be given prospective effect upon receipt by Gorge Networks, Inc. Some fees may change through the life of the contract as they may be mandated by federal and state agencies and are required by law.
- 4) Maintenance.** Maintenance of the Service may, but ordinarily will not, result in limited Service interruptions. Customer will not attempt maintenance of the Service. Customer is responsible for the costs of maintenance required by acts or omissions of Customer.

- a. **Preventative Maintenance:** Preventative Maintenance refers to upgrades (including upgrades to increase capacity), and or routine maintenance or the necessary replacement, alteration or repair of equipment or network upgrades. Preventative Maintenance may temporarily degrade the quality of the service or cause temporary outages. Preventative Maintenance shall be undertaken typically between the hours of 24:00:00 and 06:00:00 Local Time. Gorge Networks agrees to provide at least two (2) days notice to Customer prior to any Preventative Maintenance.
- b. **Emergency Maintenance (Unscheduled Maintenance or Repair):** Emergency Maintenance shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity, use or efforts to correct network conditions that are likely to cause a material service outage, or address any issue reasonably observed as a threat to Gorge Networks resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the Service. Gorge Networks may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Gorge Networks shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances and, when reasonably possible, provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Customer agrees it will take the steps necessary to notify key personnel internally in order for Gorge Networks to correct or repair the affected area.
- c. **Demand Maintenance:** Demand Maintenance is work necessary to restore service to one or more End-Users of Gorge Networks and/or maintenance work required when a deficiency is found while performing Preventative Maintenance work. Gorge Networks may undertake Demand Maintenance immediately. Gorge Networks shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.
- d. **Notification:** Gorge Networks shall provide Customer with notice of Preventative Maintenance, or as soon as possible in the case of Emergency or Demand Maintenance, to the contacts as specified on the Customer Questioner in Exhibit B.

5) Trouble reporting. Normal business hours trouble reporting: To report suspected problems with your service during normal business hours please call 541 386 8300. It is assumed that standard trouble shooting processes have been followed to rule out problems with customer owned equipment and facilities.

We will request the following information related to the problem you are reporting:

- Company name
- Your name
- Your phone number
- Customer Contact name and number
- Customer account number
- Customer trouble ticket number
- Service origination and termination locations
- Time of trouble onset Nature of observed trouble
- Is Service(s) released to Customer for testing?

Once our service representative has received all of this information, a Customer Trouble Ticket will be assigned and investigation of your report will begin. Once the status of your report has been determined the service agent will contact your designated contact individual at the appropriate number to discuss the findings. In any circumstance the initial response to Customer will be within two (2) hours of the completion of the trouble reporting procedure.

If it is determined that the problem is not with Gorge Networks Services or equipment, then a service call fee may be assessed.

- 6) Termination.** If (i) Customer fails pay Gorge Networks, Inc. any undisputed charges when due and such failure continues for 5 business days after written notice from Gorge Networks, Inc. or (ii) either party fails to observe any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may terminate this Agreement or any Order, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If Customer terminates Service for convenience or Gorge Networks, Inc. terminates Service for cause, Customer will pay Gorge Networks, Inc. a termination charge equal to the sum of: (a) all unpaid amounts for Service actually provided; (b) any waived or discounted charges for the Services(s); (c) 100% of the remaining monthly recurring charges up to the last year of the contract Service Term; (d) 50% of the remaining monthly recurring charges for the last 12 months of the Service Term; and (e) any termination liability payable to third parties by Gorge Networks, Inc. resulting from the termination. Any amounts owed may be sent to collections and customer will be responsible for the amount due plus reasonable cost recovery fees.
- 7) Renewal Terms.** Upon completion of the contract term, If neither party notifies the other, at least 30 days prior to contract termination, this contract will remain in force at the same terms and conditions on a month to month basis. If either party choses to terminate any or all services, then 30 days advance notice must be given.
- 8) LIABILITY LIMITATIONS.** NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ORDER. GORGE NETWORKS, INC. WILL HAVE NO LIABILITY FOR ANY CLAIMS RELATING TO 911 OR OTHER EMERGENCY REFERRAL CALLS. GORGE NETWORKS, INC. MAKES NO WARRANTIES OR REPRESENTATIONS RESPECTING THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9) Service Levels.** The Service level commitments ("Service Levels") for Services are stated in the applicable Service Schedules for each Service. Service Levels generally do not apply to services provided by third parties, during periods of force majeure or during Service maintenance ("Excused Outages"). If Gorge Networks, Inc. does not meet a Service Level (based on Gorge Networks, Inc.'s records) applicable service credits will be issued upon Customer's request to Gorge Networks, Inc. Customer Service. Credits must be requested within 60 days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any). Service credits are outlined in Exhibit A.
- 10) Assignment.** Customer may not resell the Services or assign its rights or obligations under this Agreement or any Order without the prior written consent of Gorge Networks, Inc., not to be unreasonably withheld. Customer will indemnify and defend Gorge Networks, Inc., its affiliates and their agents against any claims related to any use or resale of Service. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under this Agreement.
- 11) Miscellaneous.** The terms of this Agreement and all information of a confidential nature acquired in performing this Agreement are confidential and will not be disclosed to third parties. Gorge Networks, Inc. may provide notices under this Agreement to any address identified in an Order. Notices to Gorge Networks, Inc. will be made in writing to the address below. Services may be provided by Gorge Networks, Inc. or its affiliates. This Agreement is the entire agreement between the parties respecting the subject matter hereof and can only be modified in a writing signed by both parties. Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure to perform due to causes beyond such party's reasonable control. If either party fails to enforce any right

or remedy under this Agreement, such failure will not waive the right or remedy. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

12) Rights and Obligations of Customer. Customer shall, at its expense, undertake all necessary preparations required to comply with Gorge Networks Inc. installation and maintenance instructions. Such preparations include obtaining all necessary consents for the installation and use of Gorge Networks, Inc. facilities and/or equipment in the building, including consents for necessary alterations to buildings; ensuring that any floor loading limits will not be exceeded; providing suitable accommodations, foundations and an environment to meet the environmental specifications, including providing suitable electric power and any other utilities needed by Gorge Networks, Inc. to install, test and or maintain Gorge Networks, Inc.'s facilities and equipment; providing a suitable and safe working environment for Gorge Networks, Inc.'s personnel, including an environment safe from environmental hazards; and taking up or removing, in time to allow Gorge Networks, Inc. to carry out installation as scheduled, any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers. Customer will provide Gorge Networks, Inc. with access to all existing conduits, raceways and etc. to be used in cable pathway. By accepting this Agreement Customer implicitly provides Gorge Networks, Inc. with permission to use any available conduits in said pathway.

13) Facilities and Equipment. Any facilities and/or equipment installed on Customer's premises shall be and remain the property of Gorge Networks, Inc. and may be repaired or replaced at any time and removed at the termination of service, and may be used to supply other customers of Gorge Networks, Inc. whether or not on the same premises. No rent or other charge shall be made by Customer on Gorge Networks, Inc. for placing or maintaining its facilities or equipment upon Customer's premises. Gorge Networks, Inc. shall be entitled, at any time, to affix to Gorge Networks, Inc. facilities or equipment a label indicating the interest of Gorge Networks, Inc. After at least 48 hours' notice, Customer will grant Gorge Networks, Inc. reasonable access to Customer's premises for the installation, operation, removal, repair and/or maintenance of the facilities and equipment for the services hereunder. In the event that Customer does not provide Gorge Networks, Inc. with the necessary access to remove said equipment and/or facilities after the termination of service upon receiving notification as indicated above, Gorge Networks, Inc. may assess a fee to Customer equal to the retail cost of said equipment and/or facilities plus 25%.

Exhibit A - Service Performance and Credits

A "Service Interruption" is the continuous period of time during which any Service is not provided substantially as warranted to one or more Customer sites and which (a) exceeds two (2) consecutive hours, (b) is not caused by Customer, Customer's End-Users, or their agents or employees, or an event of Force Majeure, (c) is not caused by scheduled maintenance of which Customer has been given prior notice as provided, (d) is not caused by Customer-provided equipment or facilities beyond the demarcation point, and (e) is reported to Gorge Networks within four (4) hours of the commencement of the interruption if the Service Interruption is not discovered earlier by Axxis. Service Credits shall not apply to any period of time for which Gorge Networks is not granted access, if necessary, to the applicable Customer Site.

Customer shall be entitled to Service Credits per Service Location per affected Service in accordance with Table 1. below:

Service credits are calculated as follows:

Length of Service Interruption:	Amount of Credit
Between one and three consecutive hours	5% of MRCs
Between four and eight consecutive hours	15% of MRCs
Between eight and twelve consecutive hours	25% of MRCs

Twelve consecutive hours or
more

50% of MRCs

Service Credits will be based on the Customer's Monthly Recurring Charges for the Services affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded from the calculation. In no event shall the total of any Service Credits per individual Service Location exceed 100% the MRC for the affected Services. Customer must contact Gorge Networks to request a Service Credit with respect to a specific Service Interruption. Gorge Networks will exercise commercially reasonable efforts to respond to such Service Credit requests within thirty (30) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Gorge Networks notifies Customer of its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Gorge Network's failure to provide Services as warranted.